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W.E. DAVIS CH. CLK.

Prepared By:

THOMAS TLOIKITH, ESQ.

P BK 94 PG 495

CERTIFICATE OF MERGER

Attached hereto is a true copy of a Certification from the New York State Banking Department stating that the attached Plan of Merger between Mohawk Community Bank with and into Hudson River Bank & Trust Company was approved and filed in the Office of the Superintendent of Banks on March 8, 2002.

ATTEST:

**HUDSON RIVER BANK &
TRUST COMPANY**

Holly E. Rappleyea
Holly E. Rappleyea, Corporate
Secretary

By:

Carl A. Florio
Carl A. Florio, President & CEO

State of New York, County of Columbia, ss:

On the 17th day of May, in the year 2002, before me, the undersigned, personally appeared Carl A. Florio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s) or the person upon behalf of which instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra E. Dedrick

Notary Public - Seal

SANDRA E. DEDRICK
Notary Public, State of New York
No. 01DE5082298
Qualified in Columbia County
Commission Expires July 21, 2005

1039518-1 TLOIKITH

State of New York
Banking Department

I, ANTHONY CALABRESE, Deputy Superintendent of Banks of the State of New York, do hereby certify that I have caused the annexed copy of **Plan of Bank Merger and related documents**, providing for the merger of **MOHAWK COMMUNITY BANK** with and into **HUDSON RIVER BANK & TRUST COMPANY** - filed in the Office of the Superintendent of Banks on **March 8, 2002**, to be compared by a competent clerk with the original on file in the Banking Department, and the same is a correct copy of said **Plan of Merger** and of the whole thereof.

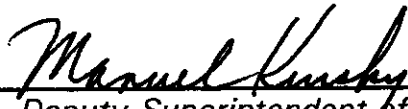
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, New York, this 6th day of May, 2002


Deputy Superintendent of Banks

State of New York
Banking Department

I, MANUEL KURSKY, Deputy Superintendent of Banks of the State of New York, DO HEREBY CERTIFY that the annexed "PLAN OF BANK MERGER," dated as of March 8, 2002, and related documentation, providing for the merger of MOHAWK COMMUNITY BANK with and into HUDSON RIVER BANK & TRUST COMPANY was approved and filed in the Office of the Superintendent of Banks at the close of business March 8, 2002, at which time the merger became effective.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, NY, this 8th day of March 2002.



Deputy Superintendent of Banks

PLAN OF BANK MERGER

Plan of Bank Merger (this "Plan"), dated as of March 8, 2002, is entered into by and between Hudson River Bank & Trust Company, a New York chartered savings bank ("Buyer Bank") and Mohawk Community Bank, a federally-chartered savings bank ("Seller Bank").

WHEREAS, the Board of Directors of Buyer Bank and the Board of Directors of Seller Bank have approved this Plan, and deem it advisable and in the best interests of their sole stockholder, to consummate the Bank Merger upon the terms provided for herein, all in accordance with the provisions of the New York Banking Law and 12 U.S.C. § 1828(c):

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I THE BANK MERGER

1.1 Bank Merger. In accordance with the terms of this Plan and applicable law, Seller Bank shall merge with and into Buyer Bank, provided that all applicable regulatory approvals under federal and New York law have been granted and all applicable waiting periods have expired.

1.2 Effective Time of the Bank Merger. Subject to the provisions of this Plan, the Bank Merger shall become effective upon the filing of necessary certificates and other documents by the New York Superintendent of Banks in the office of the New York Superintendent of Banks as set forth in Section 601-b of the New York Banking Law. The term "Bank Merger Effective Time" shall mean the date and time when the Bank Merger becomes effective.

1.3 Effects of the Merger. (a) At the Bank Merger Effective Time, (i) the separate existence of Seller Bank shall cease and Seller Bank shall be merged with and into Buyer Bank (Buyer Bank is sometimes referred to herein as the "Surviving Bank"), (ii) the organization certificate of Buyer Bank as in effect immediately prior to the Bank Merger Effective Time shall be the organization certificate of the Surviving Bank until duly amended in accordance with applicable law, and the name of the Surviving Bank shall be "Hudson River Bank & Trust Company", (iii) the Bylaws of Buyer Bank as in effect immediately prior to the Bank Merger Effective Time shall be the Bylaws of the Surviving Bank, until duly amended in accordance with applicable law and (iv) the principal officers of the Surviving Bank shall be as set forth in Schedule 1.3 hereto, each to hold office in accordance with the organization certificate and Bylaws of the Surviving Bank until their respective successors are duly elected or appointed and qualified.

(b) At and after the Bank Merger Effective Time, the Bank Merger shall have all the effects set forth in Section 602 of the New York Banking Law.

1.4 Offices. The principal or home office of the Surviving Bank shall be at the current principal office address of Buyer Bank. All offices of Seller Bank shall be offices of the Surviving Bank. All banking offices of the Surviving Bank shall be located as set forth on Schedule 1.4 hereto.

1.5 Board of Directors. The Directors of the Surviving Bank on and after the Bank Merger Effective Time and their names and terms of office are as set forth on Schedule 1.5 hereto, each to hold office until his or her successor is elected and qualified or otherwise selected in accordance with the Bylaws of the Surviving Bank.

1.6 Savings Accounts. After the Bank Merger Effective Time, the Surviving Bank will continue to issue savings accounts on the same basis as Buyer Bank immediately prior to the Bank Merger Effective Time until duly amended in accordance with applicable law.

1.7 Liquidation Account. For purposes of granting a limited priority claim to the assets of the Surviving Bank in the unlikely event (and only upon such event) of a complete liquidation of the Surviving Bank to persons who continue to maintain savings accounts with the Surviving Bank after the Bank Merger, and who, immediately prior to the Bank Merger Effective Time had a subaccount balance with respect to any liquidation account of Seller Bank, the Surviving Bank shall, at the time of the Bank Merger, establish a liquidation account(s) in an amount equal to the liquidation account(s) of Seller Bank immediately prior to the Bank Merger Effective Time, which liquidation account(s) shall participate pari passu with any other liquidation accounts of the Surviving Bank. If the balance in any savings account to which a subaccount balance relates at the close of business on the last day of any fiscal year of the Surviving Bank after the Bank Merger Effective Time is less than the balance in such savings account at the Bank Merger Effective Time or at the close of business on the last day of any other fiscal year of the Surviving Bank after the Bank Merger Effective Time, such subaccount balance shall be reduced in an amount proportionate to the reduction in such savings account balance. No subaccount balance shall be increased, notwithstanding any increase in the balance of the related savings account. If such related savings account is closed, such subaccount shall be reduced to zero upon such closing. In the event of a complete liquidation of the Surviving Bank, and only in such event, the amount distributable to each accountholder will be determined in accordance with applicable regulations pertaining to conversions by savings and loan associations from mutual to stock form of organization, on the basis of such accountholder's subaccount balance with the Surviving Bank at the time of its liquidation. No merger, consolidation, purchase of bulk assets with assumption of savings accounts and other liabilities, or similar transaction, whether or not the Surviving Bank is the surviving institution, will be deemed to be a complete liquidation for this purpose, and, in any such transaction, the liquidation account shall be assumed by the surviving institution.

ARTICLE II
EFFECT OF THE BANK MERGER ON THE CAPITAL STOCK
OF THE CONSTITUENT BANKS; EXCHANGE OF CERTIFICATES

2.1 Seller Bank Common Stock. At the Bank Merger Effective Time, by virtue of the Bank Merger and without any action on the part of any holder, all of the shares of common stock, \$.01 par value per share, of Seller Bank issued and outstanding shall automatically be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

2.2 Buyer Bank Common Stock. The shares of common stock, \$.01 per share par value, of Buyer Bank issued and outstanding immediately prior to the Bank Merger Effective Time shall remain outstanding and unchanged.

ARTICLE III
TERMINATION AND AMENDMENT

3.1 Termination. This Plan may be terminated at any time prior to the Bank Merger Effective Time by mutual consent of Buyer Bank and Seller Bank in a written instrument, if the Board of Directors of Buyer Bank and the Board of Directors of Seller Bank each so determines by a vote of a majority of the members of the Board. This Plan shall also terminate automatically upon any termination of the Agreement and Plan of Merger dated September 4, 2001, by and among Buyer Bank and Ambanc Holding Co., Inc.

3.2 Effect of Termination. In the event of termination of this Plan as provided in Section 3.1, this Plan shall forthwith become void and there shall be no liability or obligation under this Plan on the part of Buyer Bank, Seller Bank or their respective officers, directors or affiliates.

3.3 Amendment. This Plan may be amended by the parties hereto, by action taken or authorized by the Board of Directors of Buyer Bank and the Board of Directors of Seller Bank. This Plan may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE IV
GENERAL PROVISIONS

4.1 Superseding Agreement. This Plan supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

4.2 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York (except to the extent that mandatory provisions of Federal law are applicable).

4.3 Counterparts. This Plan may be executed in counterparts which together shall constitute one agreement.

IN WITNESS WHEREOF, each of Buyer Bank and Seller Bank has caused this Plan to be executed by its duly authorized officers as of the date first above written.

**HUDSON RIVER BANK & TRUST
COMPANY**

ATTEST:

By: Holly Rappleyea
Holly Rappleyea
Secretary

By: Carl A. Florio
Carl A. Florio
President

MOHAWK COMMUNITY BANK

ATTEST:

By: Holly Rappleyea
Holly Rappleyea
Secretary

By: Carl A. Florio
Carl A. Florio
President

SCHEDULE 1.3

Principal Officers of Surviving Bank

<u>Name</u>	<u>Title</u>
Carl A. Florio	President and Chief Executive Officer
Sidney D. Richter	Executive Vice President and Senior Lending Officer
Timothy D. Blow	Chief Financial Officer

SCHEDULE 1.5

Directors of Surviving Bank

Term to Expire

Carl A. Florio	2002
Earl Schram, Jr. , Chairman	2002
Harry L. Robinson, Vice Chairman	2003
Joseph W. Phelan	2004
William H. Jones	2004
Stanley Bardwell	2003
Marilyn A. Herrington	2003
Joseph W. Phelan	2004
Joseph H. Giaquinto	2003
M. Bruce Cohen	2002
Lawrence Seidman	2002

Offices of Surviving Bank**Principal Office**

One Hudson City Centre, Hudson, New York 12534

Branch Offices

Amsterdam/Church Street Branch -- 161 Church Street, Amsterdam, New York 12010
 Amsterdam/Riverfront Center Branch -- 1300 Riverfront Center, Amsterdam, New York 12010
 Amsterdam/Sanford Farms Branch -- 141 Sanford Farms (inside Price Chopper), Amsterdam, New York 12010
 Amsterdam/Division Street Branch -- 11 Division Street, Amsterdam, New York 12010
 Amsterdam/Route 30 Branch -- Route 30 North (at Maple Avenue), Amsterdam, New York 12010
 Ballston Spa Branch -- Route 50 (Grand Union Plaza), Ballston Spa, New York 12020
 Bellevue Branch -- 2526-2528 Broadway, Schenectady, New York 12306
 Bethlehem Branch -- 1355 New Scotland Avenue (inside Price Chopper), Slingerlands, New York 12159
 Brunswick Branch -- 716 Hoosick Road (inside Price Chopper), Brunswick, New York 12180
 Catskill Branch -- 320 West Bridge Street (inside Price Chopper), Catskill, New York 12414
 Chatham Branch -- Coleman Street, Chatham, New York 12037
 Clifton Park/Vischer Ferry Road Branch -- 525 Vischer Ferry Road, Clifton Park, New York 12065
 Clifton Park/Route 146 Branch -- 843 Route 146 at Maxwell Road, Clifton Park, New York 12065
 Clifton Park/Village Plaza Branch -- Village Plaza, 9 Clifton Country Road, Clifton Park, New York 12065
 Cobleskill Branch -- Barnerville Road (inside Price Chopper), Cobleskill, New York 12043
 Cohoes/I-787 Branch -- I-787 Corner of New Cortland & Saratoga Streets, Cohoes, New York 12047
 Colonie Branch -- 1892 Central Avenue (inside Price Chopper), Albany, New York 12205
 Copake Branch -- Church Street, Copake, New York 12516
 Delmar Branch -- 197 Delaware Avenue, Delmar, New York 12054
 East Greenbush Branch -- Routes 9 & 20 at Gilligan Road, East Greenbush, New York 12061
 Glenville/Route 50 Branch -- Route 50, (inside Price Chopper), Scotia, New York 12302
 Glenville Branch -- 262 Saratoga Road (Hannaford Plaza), Glenville, New York 12302
 Gloversville Branch -- Route 30A at Fifth Avenue, Gloversville, New York 12078
 Greenport Branch -- Fairview Plaza Hudson, Greenport, New York 12534
 Greenport Towne Center Branch -- Route 9, Greenport Towne Center (inside Price Chopper), Greenport, New York 12534
 Guilderland/Karner Road Branch -- 5 New Karner Road, Guilderland, New York 12084
 Guilderland/Western Avenue Branch -- 1973 Western Avenue, Albany, New York 12203
 Halfmoon Branch -- 1532 Route 9, Halfmoon, New York 12065
 Hillsdale Branch -- Route 23 (Hillsdale Supermarket), Hillsdale, New York 12529
 Hudson Branch -- State & Green Streets, Hudson, New York 12534
 Lansingburgh Branch -- 820 Second Avenue, Troy, New York 12182
 Latham/New Loudon Road Branch -- 873 New Loudon Road (inside Price Chopper), Latham, New York 12110
 Latham/Route 9 Branch -- Corner of Pine & Route 9, Latham, New York 12110
 Loudonville Branch -- 1 Kimberly Square, Loudonville, New York 12211
 Malta Branch -- Intersection of Routes 9 & 67 (inside Price Chopper), Malta, New York 12020
 Millerton Branch -- Route 44 East, Millerton, New York 12546
 Nassau Branch -- 85 McClellan Road, Nassau, New York 12123
 North Greenbush Branch -- 602 North Greenbush Road, North Greenbush, New York 12144
 Palatine Bridge Branch -- 101 Palatine Plaza (next to Price Chopper), Palatine Bridge, New York 13428
 Queensbury Branch -- 677 Upper Glen Street (inside Price Chopper), Queensbury, New York 12804
 Remsen Street Branch -- 75 Remsen Street, Cohoes, New York 12047
 Rotterdam Branch -- 3083 Carman Road, Schenectady, New York 12303
 Rotterdam Branch -- 1879 Altamont Avenue (inside Price Chopper), Schenectady, New York 12303
 Saratoga Springs Branch -- 115 Ballston Avenue (inside Price Chopper), Saratoga Springs, New York 12866
 Schaghticoke Branch -- Routes 40 & 67, Schaghticoke, New York 12154
 Schenectady/Eastern Parkway Branch -- 1640 Eastern Parkway (inside Price Chopper), Schenectady, New York 12309
 Schenectady Branch -- 251-263 State Street, Schenectady, New York 12305
 State Street Branch -- 41 State Street, Albany, New York 12207
 Niskayuna Branch -- 1742 Union Street, Schenectady, New York 12309
 Valatie Branch -- Route 9, Valatie, New York 12184
 Westgate Branch -- 911 Central Avenue (Westgate Plaza, inside Price Chopper), Albany, New York 12206